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8
9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **OAKLAND DIVISION**

11 CISCO SYSTEMS, INC., a California
12 corporation, et al.,

13 Plaintiffs,

14 v.

15 ZAHID “DONNY” HASSAN SHEIKH,
16 an individual; et al.,

17 Defendants.

Case No. 4:18-cv-07602 YGR

**SECOND AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF
FOR:**

1. TRADEMARK INFRINGEMENT, 15 U.S.C. § 1114;
2. TRADEMARK COUNTERFEITING, 15 U.S.C. § 1114;
3. FALSE DESIGNATION OF ORIGIN, 15 U.S.C. § 1125;
4. CALIFORNIA UNFAIR COMPETITION, CAL. BUS. & PROF. CODE § 17200 et seq.
5. UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

21 ADVANCED DIGITAL SOLUTIONS
22 INTERNATIONAL, INC., a California
corporation,

23 Third-Party Plaintiff

24 v.

25 RAHI SYSTEMS, INC., a California
26 corporation, et al.,

27 Third- Party Defendants.

1 Plaintiffs Cisco Systems, Inc. (“CSI”) and Cisco Technology, Inc. (“CTI”) (together,
 2 Cisco” or “Plaintiffs”), hereby complain and allege against Defendants Zahid “Donny” Hassan
 3 Sheikh (“Donny”), IT Devices Online, Inc. (“IT Devices”), Advanced Digital Solutions
 4 International (“ADSI”), PureFutureTech LLC (“PureFutureTech”), K & F Associates, LLC (“K &
 5 F”), Shahid Sheikh (“Shahid”), Kamran Sheikh (“Kamran”), Farhaad Sheikh (“Farhaad”), Imran
 6 Husain (“Husain”), and Jessica Little aka Jessica McIntosh personally and dba McIntosh
 7 Networks (“Little”) (collectively “Defendants”) as follows:

8 I. INTRODUCTION

9 1. This case seeks to hold Defendants accountable for the mass infringement and
 10 counterfeiting, and related unfair competition arising from Defendants’ sale of counterfeit, non-
 11 authentic “Cisco” products. Defendants are engaged in massive international counterfeiting
 12 operations from operations in Fremont, California, and elsewhere, and even a criminal action
 13 against IT Device’s operation in the United Arab Emirates has not deterred their continued
 14 counterfeiting of products in the United States and elsewhere.

15 2. As set forth in detail below, Cisco has uncovered a significant and willful
 16 infringement scheme by Defendants, which involves the purchase and sale of counterfeit and
 17 otherwise non-genuine and infringing “Cisco”-branded products, offered to the public as genuine
 18 Cisco products. Customers purchasing such products are duped into thinking that they are in fact
 19 buying genuine Cisco-branded products for a cut-rate price, causing significant harm not only to
 20 the duped customer, but also to Cisco, its brand, and its established reputation for producing the
 21 highest quality networking communications and information technology products and services.

22 3. Consumers rely on Cisco products to run complex, critical and highly secured
 23 networks. But counterfeit Cisco products can cause privacy and security vulnerabilities, data loss,
 24 network downtime, and substantial business interruption. Cisco brings this action to protect
 25 consumers from receiving inferior counterfeit products, to recover for the significant damage
 26 Defendants’ unlawful and infringing conduct has caused to Cisco, to put a stop to Defendants’
 27 unlawful and infringing conduct, and to enjoin further unlawful and infringing conduct.

II. THE PARTIES

4. Plaintiff Cisco Systems, Inc., is, and at all times mentioned herein was, a California corporation, with its principal place of business at 170 W. Tasman Drive, San Jose, California 95134.

5. Plaintiff Cisco Technology, Inc., is, and at all times mentioned herein was, a California corporation with its principal place of business at 170 W. Tasman Drive, San Jose, California 95134.

6. On information and belief, Defendant Donny Sheikh is, and for some of the relevant times mentioned herein was, an individual residing at 7199 W. Woodbury Court, Pleasanton, California, 94566 (the “Woodbury Court Address”).

7. On information and belief, Defendant IT Devices Online, Inc., is a California corporation with its principal places of business at 7172 Regional Street, Suite 243, Dublin, California 94568 (the “Regional Street Address”) and 44288 Fremont Boulevard, Fremont, California 94538 (the “Fremont Boulevard Address”). On information and belief, Defendant Donny Sheikh owns, operates, and controls IT Devices.

8. On information and belief, Defendant Advanced Digital Solutions International is a California corporation with its principal places of business at 4255 Business Center Drive, Fremont, California 94538 (the “Business Center Address”) and 7172 Regional Street, Dublin, California 94568.

9. On information and belief, Defendant PureFutureTech LLC is a California limited liability company with its principal places of business at 6172 Corte Padre, Pleasanton, California 94566 and the Business Center Address.

10. On information and belief, Defendant K & F Associates, LLC, is a California limited liability company with its principal place of business at 9000 Crow Canyon Road, Danville, California 94506 and the Business Center Address. K & F also does business as tape4backup.com.

11. On information and belief, Defendant Shahid Sheikh is an individual residing at 1365 Lawrence Road, Danville, California 94506. On information and belief, Shahid Sheikh

owns ADSI with his wife; owns K & F (which is named after his sons, Kamran and Farhaad) though a family trust; and operates and controls ADSI and K & F. Shahid and Donny are brothers.

12. On information and belief, Defendant Kamran Sheikh is an individual residing at 1365 Lawrence Road, Danville, California 94506. Kamran is Shahid's son and owns, operates, and controls PureFutureTech.

13. On information and belief, Defendant Farhaad Sheikh (also known as "Freddy") is an individual residing at 1365 Lawrence Road, Danville, California 94506. On information and belief, Farhaad Sheikh is the Chief Executive Officer of Defendant ADSI since at least January 2019. Farhaad is Shahid's son.

14. On information and belief, Defendant Imran Husain is an individual residing in Tracy, California.

15. On information and belief, Jessica Little aka Jessica McIntosh is an individual who resided at 3090 Regent Street, Berkeley, California 94705 (the "Regent Street Address") during the time period mentioned herein. On information and belief, Jessica Little aka Jessica McIntosh does business personally as McIntosh Networks and is an employee of ADSI, monitoring a UPS Box at 561 Keystone Ave #398, Reno, Nevada 89503 (the "Reno UPS Box") on behalf of ADSI.¹

16. Cisco is informed and believes, and thereon alleges, that Defendants undertook obligations or rights arising out of the subject events and happenings herein referred to, engaged in actions or omissions, either intentional or negligent, regarding the subject events and happenings herein referred to, and/or benefited unjustly from the efforts, work, and goods of Cisco.

III. JURISDICTION AND VENUE

17. This is an action for violations of the Trademark Act of 1946, 15 U.S.C. §§ 1051 *et seq.* (the "Lanham Act"). This Court has original subject matter jurisdiction over this action pursuant to the provision of the Lanham Act, 15 U.S.C. § 1121, as well as under 28 U.S.C. §§

¹ ADSI, Shahid, Kamran, and Farhaad will be collectively referred to as the "ADSI Defendants".

1 1331 and 1338(a) and (b).

2 18. This Court has supplemental subject matter jurisdiction over the pendent state law
 3 claims under 28 U.S.C. § 1367, because these claims are so related to Cisco's claims under federal
 4 law that they form part of the same case or controversy and derive from a common nucleus of
 5 operative facts.

6 19. This Court has personal jurisdiction over Defendants because they reside in this
 7 district, have engaged in business activities in this district, misled consumers in this district,
 8 directed business activities at this district, committed the tortious acts complained of herein within
 9 this district, and have committed tortious acts with knowledge that the effects of their acts would
 10 be felt by Cisco and others in this district.

11 20. Venue is proper in this district, pursuant to 28 U.S.C. § 1391(b)(2) because
 12 Defendants reside in this district, a substantial part of the events or omissions giving rise to
 13 Cisco's claims occurred in this judicial district, and a substantial part of the property that is the
 14 subject of the action is situated in this district.

15 **IV. INTRADISTRICT ASSIGNMENT**

16 21. In accordance with Civil Local Rule 3-2(c), this action is properly assigned on a
 17 District-wide basis because it relates to Intellectual Property Rights.

18 **V. FACTUAL ALLEGATIONS**

19 **A. Cisco's Business And History**

20 22. Founded in 1984, Cisco is the worldwide leader in developing, implementing, and
 21 providing the technologies behind networking, communications, and information technology
 22 products and services. Cisco develops and provides a broad range of networking products and
 23 services that enable seamless communication among individuals, businesses, public institutions,
 24 government agencies, and service providers. Specifically, the thousands of engineers who work at
 25 Cisco develop and provide networking and communications hardware, software, and services that
 26 utilize cutting-edge technologies to transport data, voice, and video within buildings, across cities
 27 and campuses, and around the world.



28 23. Since its founding, Cisco has pioneered many of the important technologies that

created and enabled global interconnectivity. During the past three decades, Cisco has invested billions of dollars, and the time and dedication of thousands of its engineers, in the research, development, and sale of industry-leading networking and communications products and services.

24. Cisco has also built up tremendous goodwill and brand reputation among consumers, including corporate and government consumers, through significant investment in advertising, promoting, and delivering products, software, and services of the highest quality under the CISCO trademark and the family of CISCO-related trademarks (collectively, the “Cisco Marks”). Cisco has used the Cisco Marks to identify goods and services as being genuine and authorized, and therefore, the Cisco Marks are well-recognized signifiers of Cisco’s best-in-class products, software, and services.

B. Cisco’s Trademarks

25. CTI owns all rights, title, and interest in the Cisco Marks, many of which are included on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”), and it has licensed the use of the Cisco Marks to CSI. The Cisco Marks are well-known. They are used in connection with Cisco’s networking hardware and software products and services. They include, but are not limited to, the following marks that are used in interstate commerce:

Mark	Registration Number	Registration Date
CISCO	1,542,339	June 6, 1989
CISCO SYSTEMS	1,996,957	August 27, 1996
CISCO	2,498,746	October 16, 2001
	3,759,451	March 9, 2010
CISCO	3,978,294	June 14, 2011
	4,263,591	December 25, 2012

26. Copies of the above listed registrations are attached hereto as Exhibit A.

27. The Cisco Marks are distinctive, having no meaning outside of their use by Cisco

1 in its course of business operations and in its advertising to distinguish its products and services.
 2 Cisco uses the Cisco Marks to advertise through a wide variety of media including television,
 3 radio, newspapers, magazines, billboards, direct mail, and web sites.

4 28. Cisco has attained one of the highest levels of brand recognition among consumers
 5 due to its extensive advertising and promotional efforts and its continuous use of its core Cisco
 6 Marks for the past three decades. As a result of Cisco's longstanding and widespread use and
 7 promotion of the Cisco Marks, Cisco customers around the globe have come to rely upon the
 8 Cisco Marks to identify Cisco's high-quality hardware, software, and services. Many of Cisco's
 9 products are purchased by the U.S. government, the military, hospitals, and by other industries, in
 10 critical and life-essential applications.

11 29. Cisco's customers associate Cisco's famous and well-known trademarks, including,
 12 among others, CISCO and the Cisco logo, exclusively with Cisco and Cisco's products and
 13 services. When customers encounter these marks and decide to purchase goods and services
 14 identified by these marks, they expect to receive genuine Cisco products that have been produced
 15 by Cisco. Moreover, when customers purchase products that are advertised as "new factory
 16 sealed," they reasonably believe that they are purchasing genuine products manufactured or
 17 authorized by Cisco that have not been tampered with from the time the product was sealed in its
 18 shipping packaging.

19 **C. Counterfeit And Otherwise Materially Different "Cisco" Products**

20 30. Counterfeit products that bear markings similar to the Cisco Marks provide
 21 customers with a false assurance that the products they have purchased (1) are reliable and
 22 conform with Cisco's high standards, (2) come with applicable warranties, (3) can be placed under
 23 a Cisco service support contract (i.e., SMARTnet), and (4) come with all of the necessary
 24 accessories sold with the product that have been selected and approved by Cisco for use with the
 25 product.

26 31. In addition to harm to customers, the sale of counterfeit Cisco products harms
 27 Cisco in many ways. Counterfeit Cisco products which fail or degrade create the false impression
 28 that Cisco products are unreliable, thereby improperly tarnishing Cisco's reputation and causing

Cisco to lose control of its goodwill and suffer lost sales and future business opportunities. When customers purchase Cisco-branded parts that are counterfeit and unreliable, their image of Cisco is diminished and Cisco's opportunity to sell genuine, high-quality products to those customers may be lost forever. As a result of the manufacture and distribution of such counterfeit products, Cisco suffers substantial and irreparable harm to its brand, image, business, and goodwill with the public. Cisco also suffers lost sales when customers purchase counterfeit products instead of genuine Cisco products.

D. Impact on Health, Safety, and National Security Caused By Counterfeit Cisco Products

32. Cisco products are part of the backbone of the United States information network. Many of Cisco's products are purchased by U.S. governmental entities, the military, hospitals, and by other industries, and used in important and life-essential applications. Critical governmental and other infrastructure is built on, and relies upon, Cisco products to maintain the security of data storage and transfer.

33. The importance of critical functions being able to rely upon the quality of Cisco products cannot be overstated. Cisco firewalls, for example, ensure the integrity of government, medical, and business data and communications. Many critical government functions rely upon the performance of high-quality Cisco products, as compared to the dangers posed by lower quality counterfeits. For example, in a criminal trial involving counterfeit Cisco products sold to the U.S. Marines, a Marine (Staff Sergeant Lee Chieffalo) testified that he specifically demanded genuine Cisco products when he ordered them, because if the networks that the "Cisco" products were in failed due to substandard counterfeit products, "Marines could die."

E. Defendants' Importation and Sale of Counterfeit "CISCO" Products

34. On information and belief, Defendants operate, through a network of related companies, a complex scheme, without the consent of Cisco, to import, distribute, transport, sell, or assist in or cause the sale, importation, distribution, or transportation in interstate commerce of products bearing unauthorized reproductions, copies, counterfeits, and colorable imitations of the Cisco Marks (the "Infringing Products").

35. U.S. Customs and Border Patrol has seized a number of counterfeit Cisco products imported by Defendants, including those shown below:

Seizure Notice #	Date of Import	Description	Importer	Exporter
2013-2791-000599	5/30/2013	Cisco Network Switches 10pcs (2 boxes)	IT Devices Online, 44288 Fremont Blvd, Fremont, CA 94538	Zll Beijing [sic] Decenet Technology 2rd [sic], Industrial District Hou Rui, Hong Kong
2014-2795-100-007-01	10/10/2013	Network Modules, 2 each (1 box)	IT Devices, 44288 Fremont Blvd, Fremont, CA 94538	Beijing Decenet Technology Co., Ltd., RM A616 Zhongding Building No 18, Beijing, China
2016-2895-100-032-01	3/31/2016	Approximately 222 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-037-01	5/3/2016	Approximately 100 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-041-01	5/3/2016	Approximately 100 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-043-01	5/4/2016	Approximately 100 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-040-01	5/4/2016	Approximately 100 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-039-01	5/4/2016	Approximately 100 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China

Seizure Notice #	Date of Import	Description	Importer	Exporter
2016-2895-100-046-01	5/4/2016	Approximately 64 Cisco Transceivers	McIntosh Networks, 3090 Regent Street, Berkeley, CA 94705	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-035-01	5/5/2016	Approximately 103 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2895-100-042-01	5/5/2016	Approximately 100 Cisco Transceivers	Uddin Networks, LLC, 3984 Washington Blvd #315, Fremont, CA 94538	FD Dispenser Co. Ltd., Fl 2nd 9 East Road, 2Cun Tou Hu Men T, T, DG, GD, China
2016-2791-000-472-01	5/12/2016	2 pc Cisco Network Switches (2 bx)	Uddin Networks LLC, 3984 Washington Blvd, Fremont, CA 94538	Susan Sun, 2-12 FA, Yuen Street, Mongkok, Hong Kong
2017-2895-100-066-01	6/6/2017	9 Cisco SFPS, PN: GLC-SX-MM-RGD	McIntosh [sic] Networks, 561 Keystone Ave #398, Reno, NV 89503	Dongguan Na Cheng/3 II He Tan Gang Rd, Bei Zha, Cun Hu Dongguan, China 523925
2017-3195-000-275-01	9/2/2017	54 Transceiver Sets and 11 Labels	McIntosh Networks, 561 Keystone Ave #398, Reno, NV 89503	FD Dispenser Co., Ltd, Fl-2, No 9, East Road 2, Cun Tou, Hu Men Town, DG, GD 523928 China
2018-2791-000-112-01	12/2/2017	7 Transceiver Modules	McIntosh Networks, 561 Keystone Ave # 398, Reno, NV 89503	Shenzen Jelly Int'l Co Ltd, Flat 1 No. 3 Bldg, Fuzhong Ind, Hong Kong, China
2018-2791-000-176-01	2/9/2018	Transceivers	McIntosh Networks, 561 Keystone Ave # 398, Reno, NV 89503	Black Cat Trading (aka SZ Yifu Co Ltd.), Black Cat Trading (aka SZ Yifu Co Ltd.)
2018-2791-000207-01	3/10/2018	Switches	McIntosh Networks, 561 Keystone Ave # 398, Reno, NV 89503	Dora.HE, 300 Fung Kat Hueng, Fanling, China

Seizure Notice #	Date of Import	Description	Importer	Exporter
2018-4197-102-176-01	3/14/2018	21 Electronic Parts	IT Devices Online, 44288 Fremont Blvd., Fremont, CA 94538	Digital Device Technology, M3 Bldg C, 55 Abu Dhabi City, UAE
2018-2791-000-238-01	3/24/2018	Transceivers	McIntosh Networks, 561 Keystone Ave # 398, Reno, NV 89503	SZ Yifu Co Ltd. (aka Black Cat Trading), Flat 1, No.3, Bldg Fuzhong Ind., Hong Kong
2018-2791-000-331-01	5/8/2018	150 Transceiver Modules	Jessica McIntosh, 561 Keystone Ave, Reno, NV 89503	SZ Jelly Inter Trade Co, Flat 1, No.3 Bldg, Fuzhong Ind, Hong Kong, China
2018-2791-000-353-01	6/7/2018	Transceivers Labels 650 ea (1 box)	Purefuture Tech 561 Keystone Ave, Reno, NV 89503	Cwedd Trade Industry Co Ltd, Building A17, Fyong St., Shenzhen City, Hong Kong
2018-2791-000-429-01	6/10/2018	AC Power Supplies (12 each)	Purefuture Tech 561 Keystone Ave, Reno, NV 89503	Eva He, 103 Block B, Sheung Shui, Sheung Shui, Hong Kong
2018-2791-000-525-01	7/8/2018	3 Catalyst Switches	Purefuture Tech, 561 Keystone Ave, Reno, NV 89503	Lesley, Hu, 103 Block C, Sheung Shui Plaza, Fanling, Hong Kong
2018-2791-000-551-01	7/8/2018	3 Catalyst Switches	Purefuture Tech 561 Keystone Ave. Suite #311 Reno, NV 89503	Lesley Hu, 103 Block B, Sheung Shui Plaza, Po Wan Road, Fanling Hong Kong
2018-2791-000-533-01	7/12/2018	3 Catalyst Switches	Purefuture Tech 561 Keystone Ave, Reno, NV 89503	Lesley, Hu, 105 Block C, Sheung Shui Plaza, Po Wan Road, Hong Kong
2018-2791-000-546-01	7/24/2018	2 ea. (1 Box) Catalyst Switches	Iman [sic] Husain 47000 Warm Spring Blvd., #122, Fremont, CA 94539	Joyce, Flat C, 7/F, Kam Wah Building, 10-16 Tung Lok Street, Yuen Long, Hong Kong
2019-2791-000-045-01	8/4/2018	4 ea. Cisco Catalyst Switch	Pure Future Technology 47000 Warm Spring Blvd. #122 Larkspur, CA 94939	Beyond Technology Development Co., No. 5025 Huihuangguoji, Beijing, China

Seizure Notice #	Date of Import	Description	Importer	Exporter
2019-2791-000-018-01	8/5/2018	3 Catalyst Switches	Purefuture Tech 561 Keystone Ave, Reno, NV 89503	Beyond Technology Development Co., No. 5025 Huihuangguoji, Beijing, China
2018-4197-001-042-01	8/31/2018	2 Counterfeit Cisco Switches	Imran Husain 47000 Warm Springs Blvd., Fremont, CA 94539	Kelly Stewart, 10-16 Tung Lok Street, Yuen Long, Hong Kong
2018-2791-000-568-01	9/25/2018	6 ea (2 boxes) Catalyst Switches	Imran Hussain [sic] 47000 Warm Springs Blvd., Suite #122, Fremont, CA 94539	ODSI, 11 Hammonds Way, Stourbridge DY8 4UP Great Britain
2019-4197-000-144-01	10/12/2018	2 Counterfeit Cisco Switches	Imran Husain 47000 Warm Springs Blvd., #122, Fremont, CA 94539	Mr. Smith, Flat A 4/F, Yuen Long, China
2019-2791-000-028-01	10/23/2018	8 ea. (3 boxes) Cisco Network Equipment	Imran Hussain [sic] 47000 Warm Springs Blvd., Suite #122, Fremont, CA 94539	ODSI, 11 Hammonds Way, West Midlands, Stourbridge DY8 4UP, United Kingdom
2019-3195-000-078-01	10/29/2018	5 Cisco Network Switches	ADSII 1819 SW 5th Ave, Suite #302, Portland, OR 97201	Rainbow Beijing Technology Co. Ltd., No. 12 Liangbai Road, Mapo Section, Beijing, China
2019-4197-000-409-01	11/6/2018	2 Counterfeit Cisco Switches	Imran Husain 47000 Warm Spring Blvd., Ste. 122, Fremont, CA 94539	Mr. Hasan, Flat B 2/F, Yuen Long, Hong Kong

1. IT Devices

36. IT Devices is owned and operated by Donny Sheikh. On information and belief, IT Devices' offices were located at the Regional Street Address and the Fremont Boulevard Address during the relevant times mentioned herein. IT Devices is not affiliated with Cisco nor did Cisco authorize it to sell products using the Cisco Marks. On information and belief, IT Devices nevertheless imports and sells counterfeit Cisco products in the United States, including through

1 its website itdevicesonline.com.

2 37. On May 30, 2013, U.S. Customs and Border Patrol (“CBP”) seized 10 counterfeit
 3 Cisco switches at the Port of Los Angeles in California. IT Devices was listed as the importer of
 4 record. Cisco sent a cease-and-desist letter to IT Devices but did not receive a response.

5 38. On October 10, 2013, CBP seized 2 counterfeit Cisco network modules at the Port
 6 of Ontario in California. IT Devices was listed as the importer of record. Cisco sent IT Devices
 7 another cease-and-desist letter. Donny, through his attorney, replied and claimed not to have any
 8 knowledge that the products were counterfeit. Donny stated that he would cease purchasing from
 9 all Hong Kong and China-based sellers.

10 39. In June 2015, Cisco arranged for a test purchase of a Cisco switch from IT Devices.
 11 The product was shipped into Berkeley, which is located in this District. Cisco analyzed the
 12 product and determined that the product was counterfeit.

13 40. On March 14, 2018, CBP seized 21 counterfeit Cisco electronic parts imported by
 14 IT Devices to the Fremont Boulevard Address. The exporting company was Digital Device
 15 Technology in the United Arab Emirates, which on information and belief is also owned, operated,
 16 and controlled by Sheikh.

17 2. ADSI

18 41. ADSI is owned by Shahid and his wife, Roya Sadghiani. However, Ms. Sadghiani
 19 has minimal involvement with ADSI’s business and Shahid, during the relevant times mentioned
 20 herein, operated and controlled all of ADSI’s day-to-day operations, assisted by his sons, Kamran
 21 and Farhaad. Specifically, on information and belief, Shahid directly oversees and manages
 22 purchases and sales of Cisco products, including purchases of counterfeit Cisco products from
 23 suppliers in China and sales of those products to customers, including the U.S. government;
 24 Kamran assists with importing counterfeit products, including setting up various UPS boxes in
 25 different states for use in circumventing CBP seizures; and Farhaad oversees selling counterfeit
 26 products purchased from China to the government through ADSI’s GSA contract.

27 42. On information and belief, ADSI’s offices are located at the Business Center
 28 Address and the Regional Street Address (the same addresses as IT Devices’ office).

43. ADSI became a Cisco Partner in September 2011. In 2015, Cisco discovered that ADSI had purchased Cisco products from an unauthorized broker, violating ADSI's partnership agreement with Cisco. Cisco attempted to resolve the matter and requested ADSI sign a letter of understanding reaffirming its obligations as a Cisco Partner. ADSI never returned the letter of understanding and, after Cisco discovered further evidence of misconduct, Cisco terminated ADSI as a Cisco Partner in May 2015.

44. Cisco also reviewed the personnel registered to ADSI's Cisco account. Nabia Uddin (an ADSI sales representative) had a Cisco username on the ADSI account as did a "dsheikh" with the email address donny@adsii.com. On information and belief, the "dsheikh" username was used by Donny to access Cisco's systems to further Defendants' counterfeiting activities.

45. After May 2015, ADSI has not been affiliated with Cisco or authorized by Cisco to sell products using the Cisco Marks. On information and belief, ADSI nevertheless imported and sold, and continues to import and sell, counterfeit Cisco products bearing unauthorized uses of Cisco Marks in the United States, including through its website adsii.com, under Shahid, Kamran, and Farhaad's direction and/or with their knowledge or approval.

46. In 2016, CBP had seized nearly a thousand counterfeit Cisco products imported by Uddin Networks to UPS Box #315 at 3984 Washington Boulevard in Fremont, California (the "Washington Boulevard UPS Box") from a Chinese company called FD Dispenser.

47. On information and belief, these counterfeit Cisco products were imported at the ADSI Defendants' direction and/or with the ADSI Defendants' knowledge or approval. On information and belief, Shahid managed purchases of counterfeit Cisco products and tracked shipments of counterfeit Cisco products as they were received at the Washington Boulevard UPS Box and managed pickups of the products by Kamran, Husain, and Ms. Uddin.

48. On August 11, 2016, counsel for Cisco sent a cease-and-desist letter to Uddin Networks but received no response.

49. In December 2017, Nabia Uddin, who at that time no longer worked for ADSI, reported to Cisco that ADSI purchases unlabeled products from a company in China and imports

the products into a UPS Box in Reno, Nevada. The UPS Box is associated with McIntosh Networks, which is run by Jessica Little, a (now former) ADSI employee. (On information and belief, this UPS Box is the Reno UPS Box.) Little then transported the unlabeled modules to ADSI's office in Fremont. Once ADSI receives the unlabeled products, Husain affixes labels bearing counterfeit Cisco Marks on the products, and ADSI sells the counterfeit Cisco products to state and federal government entities through GSA contracts.

50. On October 29, 2018, CBP seized a shipment of counterfeit Cisco products ADSI attempted to import to UPS Box 302 at 1819 SW 5th Avenue in Portland, Oregon (the "Portland UPS Box").

51. The Portland UPS Box had been registered in July 2018 by Theresa Lau, a (now former) ADSI employee on behalf of PureFutureTech. On information and belief, the ADSI Defendants instructed Lau to register this UPS Box to assist the ADSI Defendants in their scheme to import counterfeit Cisco products. Ms. Lau paid for the Portland UPS Box using Kamran's credit card, on information and belief, with the ADSI Defendants' knowledge and consent.

52. The ADSI Defendants have no offices, employees, or major customers in Portland, Oregon and no personal connections to Portland, Oregon. On information and belief, the Portland UPS Box was created solely in an effort by the ADSI Defendants to avoid CBP seizures of counterfeit products.

3. Jessica Little

53. On information and belief, Little is a former employee of ADSI who knowingly assisted the ADSI Defendants with their counterfeiting activities by importing counterfeit Cisco goods as "McIntosh Networks."

54. In April 2016, while employed by ADSI, Little registered for the Reno UPS Box using the company name McIntosh Networks, a K & F tape4backup.com email address, and the Business Center Address:

Mailbox Service Agreement		The UPS Store		UPS	
Center Number: 949					
Customer Information					
Name: Jessica Little					
Company: McIntosh Networks					
Address: 4255 Business Center Dr.					
City: Fremont		State: CA		ZIP: 94538	
Business Telephone: 925 200 9225		Home Telephone:			
Fax:		Mobile Telephone: 510 435 4079			
E-mail Address: jessica@tape4backup.com					
Customer Signature: <i>Jessica Little</i>					Date: 4/29/16
For Center Use Only					
Authorized Center Representative Signature:					Date: / /
How did the customer hear about us?					
Comments:					

55. Little also submitted an Application for Delivery of Mail Through Agent form to personally use the Reno UPS Box, listing her home address as the Regent Street Address.

2. Name in Which Applicant's Mail Will be Received for Delivery to Agent <small>(Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two forms of valid identification apply to each spouse. Include disclaimer information for either spouse in appropriate box.)</small> Jessica Little		3a. Address to be Used for Delivery (include FIMB or # sign if 561 KEYSTONE AVE) #	
4. Applicant authorizes delivery to and in case of: a. Name The UPS Store #949 b. Address (No., street, apt./ste./#) 581 KEYSTONE AVE c. City RENO d. State NV e. ZIP + 4 89503		3b. City RENO 3c. State NV 3d. ZIP + 4 89503 5. This authorization is extended to include restricted delivery mail for the undersigned(s) <i>Jessica Little</i>	
6. Name of Applicant 7. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification. a. Drivers's licence b. Passport Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization, current lease, mortgage or Deed of Trust, voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		8. Applicant Home Address (No., street, apt./ste./#) 7a. City 3090 Regent St. 7b. State CA 7c. ZIP + 4 94705 8a. Applicant Telephone Number (include area code) 510 435 4079 9. Name of Firm or Corporation 10a. Business Address (No., street, apt./ste./#) 10b. City 10c. State 10d. ZIP + 4 10e. Business Telephone Number (include area code) 11. Type of Business	
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)		13. If a CORPORATION, Give Names and Addresses of its Officers	
14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		15. Signature of Applicant (if firm or corporation, application must be signed by officer. Show title) <i>Jessica Little</i> <i>Jessica Little</i>	
Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).			
15. Signature of Agent/Notary Public		16. Signature of Applicant (if firm or corporation, application must be signed by officer. Show title) <i>Jessica Little</i> <i>Jessica Little</i>	

56. On information and belief, the ADSI Defendants instructed Little to register this UPS Box to assist the ADSI Defendants in their scheme to import counterfeit Cisco products. On information and belief, Little paid for the Reno UPS Box using Kamran's credit card.

57. The ADSI Defendants have no offices, employees, or major customers in Reno,

1 Nevada and no personal connections to Reno, Nevada. On information and belief, the Reno UPS
 2 Box was created solely in an effort by the ADSI Defendants to avoid CBP seizures of counterfeit
 3 products.

4 58. On May 4, 2016, CBP seized 64 counterfeit Cisco transceivers imported by
 5 McIntosh Networks from FD Dispenser (the same company used to export counterfeit Cisco
 6 products for Uddin Networks and ADSI). The address listed for McIntosh Networks was the
 7 Regent Street Address, the same address as Little's residence. On information and belief, these
 8 counterfeit Cisco products were imported at the ADSI Defendants' direction and/or with the ADSI
 9 Defendants' knowledge or approval.

10 59. On August 11, 2016, counsel for Cisco sent a cease-and-desist letter to McIntosh
 11 Networks. On August 18, 2016, counsel for Cisco received a response from Little, claiming that
 12 she did not know the company McIntosh Networks and that she did not receive anything from any
 13 Chinese vendor at the Regent Street Address. Little's claim about not knowing "McIntosh
 14 Networks" was false, since only four months earlier she had opened up the Reno UPS using her
 15 name and the company name of "McIntosh Networks."

16 60. In the second half of 2017, CBP seized a total of 70 counterfeit Cisco transceivers
 17 imported by McIntosh Networks to the Reno Box.

18 61. On May 8, 2018, CBP seized 150 counterfeit Cisco transceivers being imported by
 19 Jessica McIntosh to the Reno UPS Box.

20 4. Imran Husain

21 62. On information and belief, Husain is an employee of ADSI who knowingly assists
 22 the ADSI Defendants with their counterfeiting activities by importing counterfeit Cisco goods.

23 63. On information and belief, Husain receives generic products at the ADSI
 24 warehouse and prints and/or applies counterfeit Cisco labels to the generic products. ADSI then
 25 sells the products as genuine Cisco products.

26 64. Husain also assists the ADSI Defendants in importing counterfeit Cisco products.

27 65. Husain assisted Nabia Uddin in setting up the Washington Boulevard UPS Box
 28 and, on information and belief, was approved to pick up packages for Uddin Networks from the

1 Washington Boulevard UPS Box.

2 66. In September 2017, Husain registered UPS Box 122 at 47000 Warm Springs
 3 Boulevard in Fremont, California (the “Warm Springs UPS Box”), using his @adsii.com email
 4 address. Kamran and PureFutureTech both submitted an Application for Delivery of Mail
 5 Through Agent form to use the Warm Springs UPS Box. The ADSI Defendants, and Husain
 6 personally, used the Warm Springs UPS Box to import counterfeit Cisco products.

7 67. In the second half of 2018, CBP seized a number of counterfeit Cisco products that
 8 Husain imported to the Warm Springs UPS Box. On information and belief, these counterfeit
 9 Cisco products were imported at the ADSI Defendants’ direction and/or with the ADSI
 10 Defendants’ knowledge or approval.

11 **5. PureFutureTech and K & F**

12 68. On information and belief, the ADSI Defendants use PureFutureTech and K & F to
 13 help perpetrate their counterfeiting scheme.

14 69. PureFutureTech and K & F’s addresses are both listed as the Business Center
 15 Address, which is the same address as ADSI’s address. On information and belief,
 16 PureFutureTech and K & F have no employees and are solely operated by Shahid, Kamran, and
 17 Farhaad.

18 70. On information and belief, PureFutureTech purchases counterfeit Cisco products
 19 from sources in China and Hong Kong. PureFutureTech then invoices customers for those same
 20 products and bills K & F or ADSI for the same products, including a “service fee”.

21 71. ADSI also billed K & F (doing business as tape4backup.com) for a variety of Cisco
 22 products purchased from Chinese suppliers. Invoices between ADSI and K & F list Shahid as the
 23 salesperson for those transactions.

24 72. Between June and August 2018, CBP seized a number of counterfeit Cisco
 25 products PureFutureTech imported to Reno, Nevada, and the same UPS store where the Reno UPS
 26 Box is located, and the Warm Springs UPS Box. On information and belief, these counterfeit
 27 Cisco products were imported at the ADSI Defendants’ direction and/or with the ADSI
 28 Defendants’ knowledge or approval.

FIRST CLAIM FOR RELIEF
Federal Trademark Infringement
(15 U.S.C. § 1114)
Against All Defendants

73. Cisco incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

74. The Cisco Marks and the goodwill of the business associated with them are tremendously valuable in the United States and worldwide because they are distinctive and universally associated in the public perception with the highest quality network and communications technology products and services.

75. Defendants have sold, offered to sell, distributed, and advertised infringing products bearing Cisco Marks.

76. The differences between Defendants' Infringing Products and genuine Cisco goods are material. Cisco asserts on information and belief that having all original Cisco components and entitlement to warranty services are relevant to customers' decisions about whether, and from whom, to purchase Cisco products.

77. Defendants' actions have caused confusion, mistake, and deception as to the origin and quality of Defendants' Infringing Products because they are intentionally calculated to mislead the general purchasing public into believing that Defendants' Infringing Products originated from, are associated with, or are otherwise authorized by Cisco, when in fact they are not.

78. Upon information and belief, Defendants' infringing actions were committed fraudulently, willfully, and in bad faith, with knowledge of Cisco's exclusive rights to, and goodwill in, the Cisco Marks, or with willful blindness to the same, and with the intent to cause confusion, to cause mistake, and/or to deceive.

79. Defendants' unauthorized use of the Cisco Marks constitutes trademark infringement of the federally registered Cisco Marks and has caused substantial damage to Cisco and to the reputation and goodwill symbolized by the Cisco Marks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114, in an amount to be proven at trial.

80. Defendants' conduct described above, including the unauthorized use of the Cisco Marks in interstate commerce, has directly and proximately caused substantial, irreparable injury to Cisco and to the business and goodwill represented by the Cisco Marks, which leaves Cisco without an adequate remedy at law.

SECOND CLAIM FOR RELIEF
Federal Trademark Counterfeiting
(15 U.S.C. § 1114)
Against All Defendants

81. Cisco incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

82. The Cisco Marks are valid, protectable trademarks that have been registered as marks on the principal register in the United States Patent and Trademark Office. Cisco is the owner and registrant of the Cisco Marks.

83. As described in more detail above, Defendants have used and counterfeited the Cisco Marks in connection with the marketing, promotion, and sale of their goods and services without Cisco's consent, in a manner that is likely to cause, and has actually caused, confusion and/or mistake, or that has deceived members of the consuming public and/or the trade. Indeed, Defendants' counterfeiting and infringing activities are likely to cause and are actually causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin, sponsorship, and quality of Defendants' infringing products, counterfeit packaging, inferior warranty, and other related commercial activities. As of the filing of this Complaint, Defendants are continuing to infringe the Cisco Marks unabated as alleged further above.

84. Defendants have publicly advertised, sold, offered to sell, and distributed counterfeit Cisco products in interstate commerce in direct competition with Cisco and without authorization or consent to use the Cisco Marks but with full knowledge of Cisco's notorious prior rights in those marks.

85. Defendants' counterfeit Cisco products reproduce, counterfeit, copy, and colorably imitate the Cisco Marks or display a spurious designation that is identical with, or substantially

indistinguishable from, the Cisco Marks. Defendants have applied their reproductions, counterfeits, copies, and colorable imitations of the Cisco Marks to labels, prints, and packages intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of Defendants' counterfeit products, which is likely to cause confusion, to cause mistake, or to deceive.

86. Defendants' unauthorized use of the Cisco Marks on or in connection with Defendants' counterfeit products was conducted intentionally and with notice and full knowledge that the use was unauthorized by Cisco. Accordingly, Defendants' actions constitute willful trademark infringement and counterfeiting of the Cisco Marks in violation of 15 U.S.C. §§ 1114 and 1117.

87. Cisco has been, and continues to be, damaged by Defendants' infringement, including by suffering irreparable harm through the diminution of trust and goodwill among Cisco consumers and members of the general consuming public and the trade. Cisco is entitled to an injunction against Defendants, and an order of destruction of all infringing products, as well as all monetary relief and other remedies available under the Lanham Act, including but not limited to trebled damages and/or actual profits, reasonable attorney's fees, costs and prejudgment interest, and/or statutory damages.

THIRD CLAIM FOR RELIEF
False Designation of Origin
(15 U.S.C. § 1125)
Against All Defendants

88. Cisco incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

89. Defendants resell the Infringing Products that are designed to appear identical to genuine Cisco products and thereby employ the same nature, style, look, and color as genuine Cisco products. Moreover, as alleged above, Defendants sold products that had affixed counterfeit or infringing versions or reproductions of the Cisco Marks to unauthorized products and/or to the packaging, wrapping, etc., in which the Infringing Products are packaged. This unauthorized use of the Cisco Marks was likely to cause confusion, to deceive, and to mislead the consuming public

into believing that there was some affiliation, connection, or association between Defendants and Cisco and was likely to cause confusion, mistake, or deception as to the origin, source, sponsorship, authorization, approval, or affiliation of Defendants' Infringing Products.

90. Defendants' actions, including the unauthorized use of the Cisco Marks in commerce, constitute false designation of origin, false or misleading descriptions of fact, and false or misleading representations of fact, which have caused confusion, mistake, and deception, as to Defendants' association or affiliation with Cisco, as well as to the origin, source, and sponsorship of Defendants' Infringing Products, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

91. Defendants' unauthorized and misleading use of the Cisco Marks constitutes willful infringement of the Cisco Marks in violation of 15 U.S.C. § 1114(1)(b) and entitling Cisco to treble damages and/or enhanced statutory damages under 15 U.S.C. §§ 1117(b) and (c).

92. Defendants' conduct has directly and proximately caused Cisco to suffer damage in an amount to be proven at trial.

93. Defendants' actions described above, including its unauthorized and misleading use of the Cisco Marks in commerce have caused substantial and irreparable injury to Cisco and to the business and goodwill represented by the Cisco Marks, thereby leaving Cisco without an adequate remedy at law.

FOURTH CLAIM FOR RELIEF
California Unfair Competition
(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)
Against All Defendants

94. Cisco incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

95. California Business and Professions Code §§ 17200 *et seq.* prohibits acts of unfair competition, which includes any unlawful business act or practice.

96. Defendants have knowingly, willfully, and unlawfully infringed the Cisco Marks, including through the sale of infringing Cisco networking hardware products in violation of the Lanham Act, 15 U.S.C. § 1114.

97. As a direct, proximate, and foreseeable result of Defendants' sale of infringing Cisco networking hardware parts, Cisco has further been deprived of lost revenue and payments, and has therefore sustained injury in fact.

98. Defendants' practices were unlawful, and constitute unfair competition as defined by Cal. Bus. & Prof. C. §§ 17200 *et seq.* Defendants' misconduct was unlawful because, as described herein, their misconduct constitutes violations of numerous state and federal statutes, including but not limited to Cal. Civ. Code § 1797.81, conversion, state false advertising laws such as Cal. Bus. Prof. Code § 17500, as well as the Lanham Act, 15 U.S.C. §§ 1114 and 1125, and the Federal Trade Commission Act, 15 U.S.C. § 45. Further, their alleged conduct was unfair in that Defendants' actions, as described herein, significantly threatened and/or harmed competition through infringement, counterfeiting, and false advertising.

99. As a direct and proximate result of Defendants' unlawful and unfair business practices, Cisco has lost money and property, and has suffered irreparable injury to its brand, business reputation, and goodwill. As such, Cisco's remedy at law is not adequate to compensate for the injuries inflicted by Defendants. Accordingly, Cisco is entitled to temporary, preliminary, and permanent injunctive relief against Defendants, in addition to restitution in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF
Unjust Enrichment
(Common Law)
Against All Defendants

100. Cisco incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

101. Defendants unjustly received benefits at the expense of Cisco through their wrongful conduct, as alleged further above. Defendants continue to unjustly retain these benefits at the expense of Cisco. The unjust receipt of the benefits obtained by Defendants lacks any adequate legal basis and thus cannot conscientiously be retained by Defendants. Therefore, the circumstances of the receipt and retention of such benefits are such that, as between Cisco and Defendants, it is unjust for Defendants to retain any such benefits.

102. Cisco is therefore entitled to full restitution of all amounts and/or other benefits in which Defendants have been unjustly enriched at Cisco's expense, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE Cisco respectfully prays for the following relief:

A. For entry of judgment in favor of Cisco and against Defendants on each of Cisco's claims for relief alleged in this Complaint;

B. For a preliminary and permanent injunction restraining Defendants; their officers, agents, servants, employees, attorneys, and affiliated companies; assigns and successors in interest; and those persons in active concert or participation with them, from:

(i) importing, exporting, assisting in the importation or exportation, manufacturing, procuring, distributing, shipping, retailing, selling, offering for sale, marketing, advertising, or trafficking in any products not authorized by Cisco and bearing unauthorized simulations, reproductions, counterfeits, copies, or colorable imitations of the Cisco Marks which are likely to cause confusion, or bearing a design that is of a substantially similar appearance to the Cisco Marks listed in this Complaint;

(ii) From passing off, inducing, or enabling others to sell or pass off as authentic products produced by Cisco or otherwise authorized by Cisco, any product not manufactured by Cisco or produced under the control or supervision of Cisco and approved by Cisco, which uses any of the Cisco Marks listed in this Complaint; and

(iii) From committing any act calculated to cause purchasers to believe that products from Defendants are those sold under the control and supervision of Cisco, or are sponsored, approved, or guaranteed by Cisco, or are connected with and produced under the control or supervision of Cisco;

C. For a determination that Defendants' acts of trademark infringement constitute cases of willful and exceptional infringement;

D. For actual damages as a result of Defendants' unlawful conduct, alleged above, as well as any profits that are attributable to the alleged conduct and are not taken into account in computing Cisco's actual damages;

E. For maximum statutory damages available under the law to the extent Cisco elects statutory damages for any claim for relief;

F. For punitive damages to the fullest extent available under the law;

G. For reasonable attorneys' fees to the fullest extent available under the law;

H. For treble and/or enhanced damages to the fullest extent available under the law;

I. For full restitution, including restoration of all property unlawfully taken from Cisco, as well as any ill-gotten gains from the unauthorized resale of Cisco's property;

J. For prejudgment interest and the costs of prosecuting these claims to the fullest extent available under the law;

K. For any additional injunctive, specific performance, and/or other provisional remedies, as appropriate; and,

L. For such other and further relief as the Court deems just and proper.

DATED: December 4, 2019

SIDEMAN & BANCROFT LLP

By: /s/ Richard J. Nelson

Richard J. Nelson

Attorneys for Plaintiffs

Cisco Systems, Inc. and Cisco Technology, Inc.

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JURY DEMAND

Pursuant to Civ. L.R. 3-6 and Fed. R. Civ. Proc. 38, Plaintiffs Cisco Systems, Inc. and Cisco Technology, Inc. hereby demand a trial by a jury on all issues herein so triable.

DATED: December 4, 2019

SIDEMAN & BANCROFT LLP

By: /s/ Richard J. Nelson

Richard J. Nelson

Attorneys for Plaintiffs

Cisco Systems, Inc. and Cisco Technology, Inc.

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